

MEMORANDUM OF UNDERSTANDING
FOR THE EXCHANGE OF TECHNICAL INFORMATION AND
FOR COOPERATION IN THE FIELD OF
ENERGY RESEARCH AND DEVELOPMENT
BETWEEN THE MEXICAN PETROLEUM INSTITUTE OF MEXICO AND
THE DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA

Whereas, the Mexican Petroleum Institute (IMP) and the Department of Energy of the United States of America (DOE) (hereinafter sometimes referred to as the "Parties"), each develops and disseminates information in the field of energy research and development; and

Whereas, Los Alamos National Laboratory (Los Alamos) of DOE is prepared to begin work under this Memorandum of Understanding (MOU); and

Whereas, IMP and DOE do hereby manifest their interest in exchanging technical information and cooperating in this field by means of a cooperative relationship in accordance with the Agreement for Scientific and Technical Cooperation between the United Mexican States and the United States of America, dated June 15, 1972;

Now therefore, the Parties agree as follows:

ARTICLE 1

GOALS OF COOPERATION

The IMP and DOE, within the fixed limits of the laws and regulations of their respective countries and according to their own programs, agree to exchange scientific and technological information regarding energy research and development; and agree to establish and develop research programs, basic and/or applied, that, determined by mutual written consent of both Parties, will appear as attachments or appendices to this MOU.

ARTICLE 2

FORMS OF COOPERATION

Cooperation under this MOU may include but is not limited to the following forms:

1. Exchange of scientific and technical information which the Parties have a right to disclose.
2. Short visits by expert teams or individuals to IMP and Los Alamos.
3. Personnel assignments.
4. Exchange of samples, materials, instruments and components for testing.
5. The providing of scientific and technical personnel by means of fellowships or work periods in laboratories or through the organization of seminars or specific courses.
6. The use by one Party of the nonclassified facilities and equipment owned or operated by the other Party.

7. Assistance in the purchase of items of laboratory equipment which are difficult to obtain through normal sources in a timely manner.
8. Joint projects in which the Parties agree to share the work or costs.

Other specific forms of cooperation may be added by mutual written agreement of the Parties. It is further agreed that, the details of any cooperation under this MOU shall be mutually agreed in writing between the Parties as set forth in Annexes to this MOU which shall include the handling and allocation of information, copyrights, and inventions.

ARTICLE 3

COORDINATION

To supervise the execution of this MOU, IMP and DOE shall each designate a coordinator. It shall be a function of the coordinators to evaluate the degree of progress of work being done, and to consider and act upon any new proposals of collaboration.

ARTICLE 4

FINANCIAL ARRANGEMENTS

1. Both Parties shall come to an agreement in each specific case regarding financial questions that involve the carrying out of all actions or programs that are a part of this MOU.

2. Except where otherwise agreed, in writing, all costs resulting from cooperation under this MOU shall be borne by the Party that incurs them.
3. It is understood that the ability of the Parties to carry out their obligations under this MOU is subject to the availability of appropriated funds.

ARTICLE 5 RESPONSIBILITY

1. No warranty of any kind is made by either Party for materials, information or services that may be furnished to the other Party under this MOU.
2. Compensation for damages incurred during the cooperative activities under this MOU shall be in accordance with the applicable laws and regulations under which each Party operates.
3. Cooperation under this MOU shall be in accordance with the applicable laws and regulations under which each party operates. All questions related to this MOU arising during this term shall be settled by the Parties by mutual agreement.

ARTICLE 6 INFORMATION

Each Party shall make available to the other Party freely available information which it has a right to disclose. Unless otherwise

agreed in writing, no proprietary information shall be exchanged. Both Parties agree that nonproprietary information exchanged under this MOU may be given wide distribution.

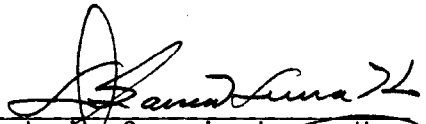
ARTICLE 7

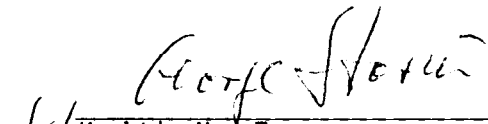
DURATION

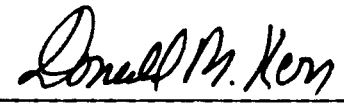
1. This MOU shall enter into force on the date of signature and shall continue in force subject to paragraph 3 of this article, for a five year period with the understanding that it may be renewed by mutual written agreement of the Parties.
2. This MOU may be amended at any time by mutual written agreement of the Parties.
3. Either Party may terminate this MOU, to take effect upon two months written notification. Such termination shall be without prejudice to the rights which may have accrued under this MOU to either Party up to the date of such termination.
4. All joint efforts and experiments not completed at the termination of this MOU shall be continued until their completion under the terms of the MOU.

Done at Los Alamos, New Mexico in duplicate in the Spanish and English languages, each text equally authentic,

This Twentieth day of June, 1983.


Jose Luis Garcia-Luna H.
Director General
Mexican Petroleum Institute


for Keith N. Frye
Acting Director
Office of Oil, Gas, Shale
and Coal Liquids
U.S. Department of Energy


Donald M. Kerr
Director
For the Regents of the
University of California,
Operators of the Los Alamos
National Laboratory